



**GALLOP, JOHNSON & NEUMAN, L.C.**  
*Attorneys and Counselors at Law*

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June 18, 1999

Mr. William R. Nuttle  
P.O. Box 371  
Chestertown, MD 21620

**Re:: Plat of Strong Associates Lands**

Dear Mr. Nuttle:

Please make the following changes to the plat dated 12-1-98, a copy of which is enclosed:

1. The Church Creek frontage on Parcels 7 and 8 is supposed to be 180 feet, rather than 150 feet. Each lot is to be one acre as your plat shows, but this will make the lot dimensions different.
2. Please remove the star depicting where the Church Creek duck blind is.
3. Please correct the acreage for Parcel 3 to whatever is the correct figure.

I am also enclosing drafts of an amendment to the Strong Associates I and Strong Associates II limited partnership agreements. As you can see, I will be attaching a copy of your plat as an exhibit to those amendments. The purpose of the amendments is to clarify the parcels of property that correspond to various partnership classes. If the partnership were ever dissolved, then the holder of each class of partnership interest would receive the parcel of property that corresponds to his or her class of partnership interest. The original partnership agreements were not as clear on how these parcels were to be defined, and to avoid potential future disputes over the issue we had you prepare the new plat after getting direction from my father on these issues.

Please also read the enclosed amendments and let me know if my boundary line descriptions for each of the respective parcels are accurate and sufficient, when coupled with the reference to the corresponding parcel number on your plat, to give a surveyor a reasonable basis for preparing the surveys for the actual parcels that would be created

STRONG

July 1, 1999.

James R. Strong, Atty.  
Gallop, Johnson & Neuman, L.C.  
Interco Corporate Tower  
101 S. Hanley  
St. Louis, MO 63105

Dear Mr. Strong:

I have made the changes in my plat that you requested and have reviewed your descriptions of the various parcels. I have no problem with the descriptions: the plat will be the principal tool used by future surveyors to establish the lines. I am a little confused about the change of acreage in Parcel 3.

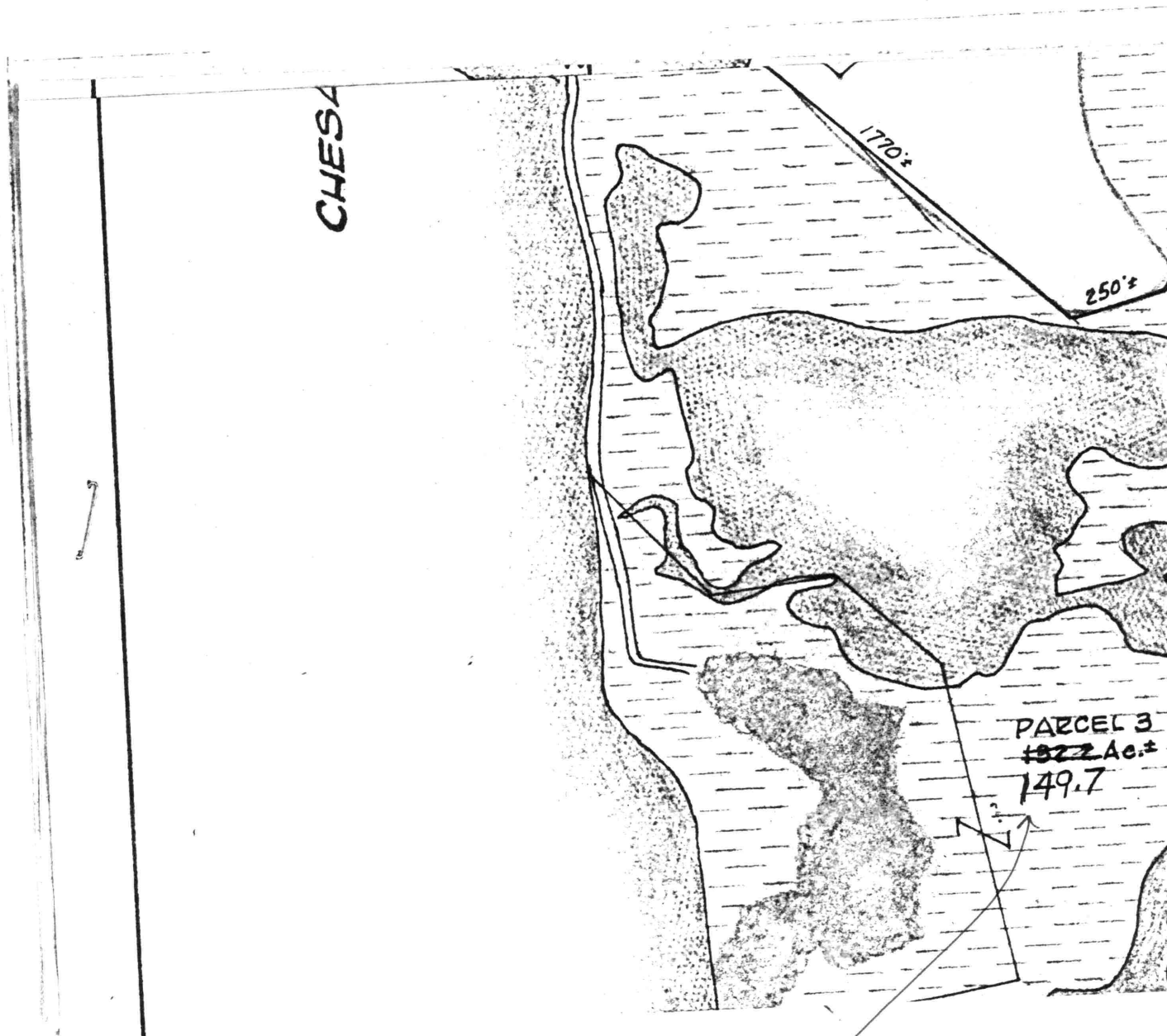
I re-ran a planimeter around Parcel 3 to check my acreage. I also found a plat that I had done for your father in 1980, based upon an aerial photo on a 1" = 660' scale. The acreage that I showed on what is now Parcels 1, 2 and 3 is very close to what I had on this plat. This is all relatively immaterial, however, since the shifting marsh and how much open water is included in the calculations make it difficult to be precise.

You asked about possible laws affecting the various parcels on this plat. The two small lots on the creek will be a problem. They are in the Critical Area and are subject to the many regulations that affect it. In addition, a 50' wide road from Eastern Neck Road will be required. This would be a right-of-way over Parcel 5 or would have to come out of Parcel 5. Built to County specifications this will be no small expense. I have lost track of the many new laws affecting the division of land. The best bet is to contact the Planning Office.

If I can be of any further assistance, please call on me.

cc Robert Strong, Sr.

Sincerely yours,



Show corrected  
amount of acres.

PARCEL 4  
55.7 Ac.±

2040'±

PARCEL 5  
55.7 Ac.±

CHURCH CREEK

duck blind

PARCEL 6  
1.0 Ac.±

PARCEL 7

2030'±

300'±

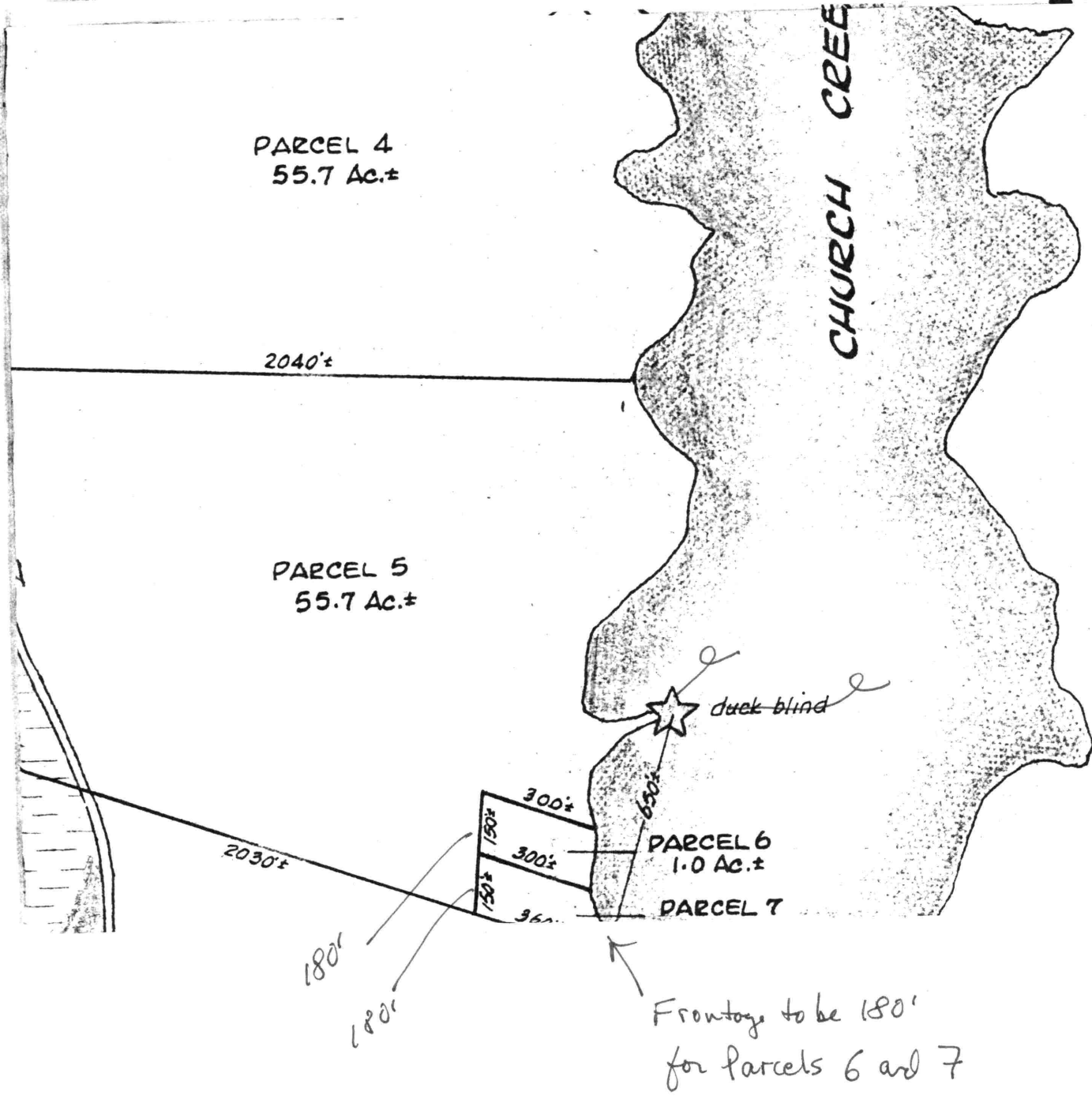
300'±

360'

Frontage to be 180'  
for parcels 6 and 7

180'

180'





ENVIRONMENTAL IMPACT STATEMENT - Minor Subdivision, Robert H. Strong

This subdivision consists of a 4-acre tract being cut out of a large farm. The farm, known as "Trumpington", is located at the south end of Eastern Neck west of Md. Rte. 445. The four acres surround an historic brick home located about 700' west of the shores of the Chesapeake Bay.

Much could be written about "Trumpington". Any description would have to include the restored brick home, predating the Revolutionary War, situated on high ground near the center of the farm. Also noted should be the extensive bayfront shoreline, the marshes stretching southward towards Eastern Neck Island, the virgin stand of holly trees, and the boardwalk through the marsh over which young ladies promenade. All of this is irrelevant, however, for the proposed subdivision will involve no new buildings and no new roads. It is merely a paper division for the purpose of taxes and/or inclusion in the Historic Trust.

To find any possible impact that this will have on the environment, one would have to consider the trees that were cut to provide the pulp used to make the paper upon which this plat was drawn and this statement written. Also consider the chemicals used (toxic, no doubt) to make the ink and fluids used in the diazo and photostatic machines, the ore that was mined to produce the metals used in the manufacture of the various machines and filing cabinets, and so on. Fortunately, none of these will have the slightest effect on Kent County, and that is all that counts.

November 23, 1986.

William R. Nuttle.

DESCRIPTION OF PART OF THE MILDRED W. STRONG LANDS,  
FIFTH DISTRICT, KENT COUNTY, MD.

Beginning for the same at a point on the west side of Md. Rte. 445 (40' wide) where the right-of-way of said road intersects the mean high waters of Eastern Neck Narrows; and running, thence, by and with the mean high waters of the narrows the seven following courses and distances: (1) N 11 07 W - 50.20', (2) N 49 11 30 W - 76.42', (3) N 64 12 10 W - 74.79', (4) N 67 58 40 W - 55.10', (5) N 06 24 30 W 92.80', (6) N 56 53 20 W - 101.36', and (7) N 72 56 50 W 160.96' to a new division line between the herein described lands and other lands of Mildred W. Strong; thence, by and with said new division line N 57 28 50 E - 5' more or less to an iron pipe and N 57 28 50 E - 448.48' to an iron pipe on the west side of Md. Rte 445; thence, by and with the west side of said road along a curve the chord of which is S 0 23 40 E - 184.52', along a curve the chord of which is S 07 22 30 E - 189.99', S 12 43 50 E - 135.10', and along a curve the chord of which is S 01 51 50 W - 86.37' to the place of beginning. Containing in all 2.239 acres of land, more or less.

June 30, 1988.

William R. Nuttle.

CRITICAL AREA REPORT - Minor Subdivision, Mildred W. Strong Lands.

This subdivision consists of one lot being cut out of a 350-acre farm. It is located at the southern tip of Eastern Neck, adjacent to the bridge onto Eastern Neck Island. It is presently being used to provide boats, nets, and bait to the "chicken neckers" who descend each summer to pursue the blue crab. This is a commercial enterprise in an agriculturally zoned area, but since it has probably been carried on since shortly after Capt. John Smith first charted the bay, it enjoys the status of non-conforming use. The purpose of this subdivision is to enable the owner to separate the boat rental business from his farming operation.

Slightly more than one-half of this lot is in marsh. The remaining high ground is probably mostly fill, deposited over a period of many years. On the fast ground is a small office and a dressing room; the remainder is used for parking during the summer and boat storage during the winter.

This would be considered a critical area even if there were no Critical Area laws. Surrounded by extensive marsh and lying just 400' north of the northern tip of Eastern Neck Island National Wildlife Refuge, it is a unique and fragile environment. Fortunately, the present and future use of this lot has little impact on the environment. The crab population may be depleted somewhat by the activities of the patrons of this establishment, but the overall health and numbers of crabs seem to be little affected by what the amateur harvests. The heron and osprey, not ones to gracefully accept the intrusion of man, are possibly amused at the attempts to play waterman. Long after the crabs and crabbers depart, the ducks, geese, and swan, those that would be most affected, arrive.

There are probably only two uses for this lot, a water-oriented business and a refuge. Critical area regulations, building setbacks, and probable lack of suitable percolation would prevent any dwelling or permanent business. Acceptance by the authorities of this subdivision would be merely recognizing what exists. Regardless, the farm will be farmed, the marsh will remain marsh, and crabbers will rent boats.

January 5, 1988.

William R. Nuttall.

Thomas J. Keating, IV, Esquire  
108 North Washington Street  
P.O. Box 1474  
Easton, Maryland, 21601

Dear Mr. Keating:

At your request, and using an aerial photograph of "Trumpington" which was supplied to me by Mr. Robert Strong, I ran planimeter readings for the purpose of estimating the quantity of various types of land contained on that farm. The photograph, which was to a scale of 1-1000, was like those I have used many times in preparing similar calculations, and I was well able to determine to my satisfaction the delineation between various types of acreage. The results of my measurements are as follows:

Tillable Land	174.6 acres
Woodland	13.1 acres
Ponds (natural)	23.9 acres
House Site	2.0 acres
Marsh	<u>108.0 acres</u>
 TOTAL ACREAGE	 <u><u>321.6</u></u>

Based on my experience as a registered surveyor, I conservatively estimate the margin for error in these calculations as being at a level of 2± acres for the tillable land and 4± or 5± acres for the entire farm. I trust that this report will be adequate for your purposes, but if you need anything additional please let me know.

Sincerely yours,

William R. Nuttle

GALLOP, JOHNSON & NEUMAN, L.C.

*Attorneys and Counselors at Law*

June 18, 1999

Page 2

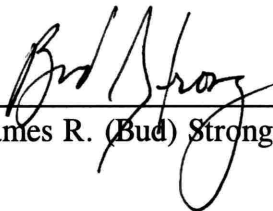
in the event of the dissolution of either of the partnerships. Please also let me know if you know of any State or local laws or rules that would prevent any of the parcels from being created as depicted in the plat, such as lot size restrictions, etc.

Thank you for your attention to this matter. Please feel free to call me or my father, Robert H. Strong, if you have any questions.

Very truly yours,

GALLOP, JOHNSON & NEUMAN, L.C.

By

  
James R. (Bud) Strong

cc. Mr. and Mrs. Robert H. Strong (w/ enclosures)

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# DRAFT

**FIFTH CERTIFICATE OF AMENDMENT**  
**TO AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP**  
**OF STRONG ASSOCIATES II, LIMITED PARTNERSHIP**

TO: STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
301 West Preston Street  
Baltimore, Maryland 21201

Pursuant to Section 10-202 of the Maryland Revised Uniform Limited Partnership Act, the undersigned hereby certify the following:

1. That the name of the limited partnership is STRONG ASSOCIATES II, LIMITED PARTNERSHIP.

2. That there has been no change in the general partners or the limited partners since the filing of the Fourth Certificate of Amendment for Strong Associates II, Limited Partnership, previously filed herein (Document No. M2254829).

3. Section 6.8(a) of the original Certificate and Agreement of Limited Partnership of Strong Associates II, Limited Partnership is hereby amended and restated to read as follows:

(a) No General Partner may voluntarily transfer or assign the ownership of such General Partner's General Partnership interest except to a person or entity who is also a General Partner of this Strong Associates II, Limited Partnership, at the time of the transfer or to a trust of which such General Partner is the primary beneficiary during such General Partner's life. Any General Partnership interest so transferred shall be held by the transferee as part of his or its General Partnership interest capital account.

4. Subparagraphs (1), (2), (3) and (4) of Section 9.1(b) of the original Certificate and Agreement of Limited Partnership of Strong Associates II, Limited Partnership are hereby amended and restated as follows:

(1) Distribution of the CLASS A REAL PROPERTY, or the proceeds thereof, shall be distributed to the holders of the CLASS A Limited Partnership Interests in proportion to their respective Class A Limited Partnership Interests. The phrase "CLASS A REAL PROPERTY" means that portion of the real property described in Schedule A of the original Certificate and Agreement of Limited Partnership of Strong Associates II, Limited Partnership (all of said real property described in said Schedule A, which remains owned by Strong Associates II, Limited Partnership as of the date of this Fifth Certificate of Amendment, is sometimes referred to herein as "Overton") which is comprised of one acre of land having 180 feet of frontage

on Church Creek located adjacent to and immediately north of the property herein described as "CLASS B REAL PROPERTY", said property being the same parcel as the parcel labeled "Parcel 6" (1.0 acre plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

(2) Distribution of the CLASS B REAL PROPERTY, or the proceeds thereof, shall be distributed to the holders of the CLASS B Limited Partnership Interests in proportion to their respective Class B Limited Partnership Interests. The phrase "CLASS B REAL PROPERTY" means that portion of Overton which is comprised of one acre of land having 180 feet of frontage on Church Creek and adjoining the Nitsch (Ford) property, which portion is subject to the right of way adjoining the Nitsch (Ford) property existing on this date, said property being the same parcel as the parcel labeled "Parcel 7" (1.0 acres plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

(3) Distribution of the CLASS C REAL PROPERTY, or the proceeds thereof, shall be distributed to the holders of the CLASS C Limited Partnership Interests in proportion to their respective Class C Limited Partnership Interests. The phrase "CLASS C REAL PROPERTY" means that portion of Overton which is bounded by a line which begins at the northeastern corner of Overton (at the shore of Church Creek), thence westerly to the northwestern corner of Overton, thence southerly along the western boundary of Overton 1,050 feet, then easterly approximately 2,040 feet to the shore of Church Creek, and then northerly along the shore of Church Creek to the point of beginning, said property being the same parcel as the parcel labeled "Parcel 4" (55.7 acres plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

(4) Distribution of the CLASS D REAL PROPERTY, or the proceeds thereof, shall be distributed to the holders of the CLASS D Limited Partnership Interests in proportion to their respective Class D Limited Partnership Interests. The phrase "CLASS D REAL PROPERTY" means all of Overton except the portions of Overton herein defined as CLASS A REAL PROPERTY, CLASS B REAL PROPERTY, and CLASS C REAL PROPERTY, said CLASS D REAL PROPERTY being the same parcel as the parcel labeled "Parcel 5" (55.7 acres plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

5. Subparagraphs A, B, C., and D of Section 2 of Schedule A of the original Certificate and Agreement of Limited Partnership of Strong Associates II, Limited Partnership are hereby amended and restated as follows:

A. Robert H. Strong, Sr. as a Class A Limited Partner shall contribute that portion of Overton which is comprised of one acre of land having 180 feet of frontage on Church Creek located adjacent to and immediately north of the property herein described as "CLASS B REAL PROPERTY", said property being the same parcel as the parcel labeled "Parcel 6" (1.0 acre plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

B. Robert H. Strong, Sr. as a Class B Limited Partner shall contribute that portion of Overton which is comprised of one acre of land having 180 feet of frontage on Church Creek and adjoining the Nitsch (Ford) property, which portion is subject to the right of way adjoining the Nitsch (Ford)) property existing on this date, said property being the same parcel as the parcel labeled "Parcel 7" (1.0 acres plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

C. Robert H. Strong, Sr. as a Class C Limited Partner shall contribute that portion of Overton which is bounded by a line which begins at the northeastern corner of Overton (at the shore of Church Creek), thence westerly to the northwestern corner of Overton, thence southerly along the western boundary of Overton 1,050 feet, then easterly approximately 2,040 feet to the shore of Church Creek, and then northerly along the shore of Church Creek to the point of beginning, said property being the same parcel as the parcel labeled "Parcel 4" (55.7 acres plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

D. Robert H. Strong, Sr. as a Class D Limited Partner shall contribute the remaining property of Overton consisting of all of Overton except the portions of Overton herein defined as CLASS A REAL PROPERTY, CLASS B REAL PROPERTY, and CLASS C REAL PROPERTY, said CLASS D REAL PROPERTY, being the same parcel as the parcel labeled "Parcel 5" (55.7 acres plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

6. This is to certify that the partners have made the changes to the definitions set forth herein to clarify certain ambiguities with respect to the definition of the real property parcels that corresponded to the respective classes of limited partnership interests that were caused by the lack of assistance by a surveyor at the time the original



Certificate and Agreement of Limited Partnership of Strong Associates II, Limited Partnership was executed. The parties to this agreement acknowledge that the plat attached hereto as "Exhibit A" is not a full and complete survey, and does not show exact courses and distances, but was prepared by the surveyor from a U.S.D.A. aerial photo rather than from a full survey of the property. In the event of the liquidation of the partnership, the partners shall obtain a full and complete survey of each parcel defined herein as CLASS A REAL PROPERTY, CLASS B REAL PROPERTY, CLASS C REAL PROPERTY, and CLASS D REAL PROPERTY, respectively, the exact boundaries of which shall be as close as practicable to those described herein.

7. The portion of the first sentence of Section 9.4 of the original Certificate and Agreement of Limited Partnership of Strong Associates II, Limited Partnership which ends with the colon is hereby amended and restated as follows: "Upon any distribution in kind of any of the real property described in Schedule A, including all or any portion of the CLASS A REAL PROPERTY, CLASS B REAL PROPERTY, CLASS C REAL PROPERTY, or CLASS D REAL PROPERTY, the following language imposing restrictions on future transfers shall be placed in the deed of distribution:".

8. Section 7.2 of the original Certificate and Agreement of Limited Partnership of Strong Associates II, Limited Partnership is hereby amended and restated as follows:

7.1 Tax Returns and Tax Matters Partner. The General Partners shall prepare, or cause to be prepared, a federal income tax returns for the Partnership.

9. In all other respects, the original Certificate and Agreement of Limited Partnership of Strong Associates II, Limited Partnership, as previously amended and as amended by this Fifth Certificate of Amendment, is hereby ratified and confirmed. As indicated by the signatures of all of the partners below, this amendment was approved by 100% unanimous vote of the partners.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

WITNESS

GENERAL PARTNERS

DR

\_\_\_\_\_  
William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 1  
dated December 1, 1986

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William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 2  
dated December 1, 1986

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William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 3  
dated December 1, 1986

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William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 4  
dated December 1, 1986

CLASS A LIMITED PARTNER

---

William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 2  
dated December 1, 1986

CLASS B LIMITED PARTNER

---

William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 1  
dated December 1, 1986

CLASS C LIMITED PARTNER

---

William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 4  
dated December 1, 1986

CLASS D LIMITED PARTNER

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William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 3  
dated December 1, 1986

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# DRAFT

## FIFTH CERTIFICATE OF AMENDMENT TO AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF STRONG ASSOCIATES I, LIMITED PARTNERSHIP

TO: STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
301 West Preston Street  
Baltimore, Maryland 21201

Pursuant to Section 10-202 of the Maryland Revised Uniform Limited Partnership Act, the undersigned hereby certify the following:

1. That the name of the limited partnership is STRONG ASSOCIATES I, LIMITED PARTNERSHIP.

2. That there has been no change in the general partners or the limited partners since the filing of the Fourth Certificate of Amendment for Strong Associates I, Limited Partnership, previously filed herein (Document No. M2254811).

3. Section 6.8(a) of the original Certificate and Agreement of Limited Partnership of Strong Associates I, Limited Partnership is hereby amended and restated to read as follows:

(a) No General Partner may voluntarily transfer or assign the ownership of such General Partner's General Partnership interest except to a person or entity who is also a General Partner of this Strong Associates I, Limited Partnership, at the time of the transfer or to a trust of which such General Partner is the primary beneficiary during such General Partner's life. Any General Partnership interest so transferred shall be held by the transferee as part of his or its General Partnership interest capital account.

4. Subparagraph (1), (2), and (3) of Section 9.1(b) of the original Certificate and Agreement of Limited Partnership of Strong Associates I, Limited Partnership are hereby amended and restated as follows:

(1) Distribution of the CLASS A REAL PROPERTY, or the proceeds thereof, shall be distributed to the holders of the CLASS A Limited Partnership Interests in proportion to their respective Class A Limited Partnership Interests. The phrase "CLASS A REAL PROPERTY" means that portion of the real property described in Schedule A of the original Certificate and Agreement of Limited Partnership of Strong Associates I, Limited Partnership (all of said real property described in said Schedule A, which remains owned by Strong Associates I, Limited Partnership as of the date of this Fifth Certificate of Amendment, is sometimes referred to herein as "Trumpington") which is comprised of those certain 96.3 acres, plus or minus,

beginning at the corner of Route 445 (also known as Eastern Neck Road) and the Aiello property, being the Northeastern corner of such property described on said Schedule A, and extending westerly along the Aiello property line until reaching the Chesapeake Bay, then southerly along the shore of the Chesapeake Bay 2,300 feet, then easterly approximately 1,750 feet to the said Route 445, and then northerly approximately 2,575 feet to the point of beginning, such property being the same parcel as the parcel labeled "Parcel 1" (96.3 acres plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

(2) Distribution of the CLASS B REAL PROPERTY, or the proceeds thereof, shall be distributed to the holders of the CLASS B Limited Partnership Interests in proportion to their respective Class B Limited Partnership Interests. The phrase "CLASS B REAL PROPERTY" means all of Trumpington except the portion thereof defined herein as "CLASS A REAL PROPERTY" and except the portion thereof defined herein as "CLASS C REAL PROPERTY", such property being the same parcel as the parcel labeled "Parcel 3" (149.7 acres plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

(3) Distribution of the CLASS C REAL PROPERTY, or the proceeds thereof, shall be distributed to the holders of the CLASS C Limited Partnership Interests in proportion to their respective Class C Limited Partnership Interests. The phrase "CLASS C REAL PROPERTY" means that portion of Trumpington which is comprised of those certain 96.3 acres, plus or minus, beginning at the southeastern corner of the property herein described as the "CLASS A REAL PROPERTY", then extending westerly along the southern property line of the said CLASS A REAL PROPERTY until reaching the Chesapeake Bay, then southerly along the shore of the Chesapeake Bay 1,500 feet, then southeasterly approximately 1,770 feet to a point, then easterly 250 feet to a point, then northeasterly 525 feet to a point that intersects the property of Strong Associates II, Limited Partnership, then north along said Strong Associates II property to the northwestern corner of said Strong Associates II property, then easterly approximately 400 feet to Route 445, and then northerly along said Route 445 to the point of beginning, such property being the same parcel as the parcel labeled "Parcel 2" (96.3 acres plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

5. Subparagraphs A, B, and C of Section 2 of Schedule A of the original Certificate and Agreement of Limited Partnership of Strong Associates I, Limited Partnership are hereby amended and restated as follows:

A. Mildred Willson Strong as Class A Limited Partner shall contribute that portion of Trumpington which is comprised of those certain 96.3 acres, plus or minus, beginning at the corner of Route 445 (also known as Eastern Neck Road) and the Aiello property, being the Northeastern corner of such property described on said Schedule A, and extending westerly along the Aiello property line until reaching the Chesapeake Bay, then southerly along the shore of the Chesapeake Bay 2,300 feet, then easterly approximately 1,750 feet to the said Route 445, and then northerly approximately 2,575 feet to the point of beginning, such property being the same parcel as the parcel labeled "Parcel 1" (96.3 acres plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

B. Mildred Willson Strong as Class B Limited Partner shall contribute that portion of Trumpington which is comprised of all of Trumpington except the portion thereof defined herein as "CLASS A REAL PROPERTY" and except the portion thereof defined herein as "CLASS C REAL PROPERTY", such property being the same parcel as the parcel labeled "Parcel 3" (149.7 acres plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

C. Mildred Willson Strong as Class C Limited Partner shall contribute that portion of Trumpington which is comprised of that portion of Trumpington which is comprised of those certain 96.3 acres, plus or minus, beginning at the southeastern corner of the property herein described as the "CLASS A REAL PROPERTY", then extending westerly along the southern property line of the said CLASS A REAL PROPERTY until reaching the Chesapeake Bay, then southerly along the shore of the Chesapeake Bay 1,500 feet, then southeasterly approximately 1,770 feet to a point, then easterly 250 feet to a point, then northeasterly 525 feet to a point that intersects the property of Strong Associates II, Limited Partnership, then north along said Strong Associates II property to the northwestern corner of said Strong Associates II property, then easterly approximately 400 feet to Route 445, and then northerly along said Route 445 to the point of beginning, such property being the same parcel as the parcel labeled "Parcel 2" (96.3 acres plus or minus) on the plat prepared by William F. Nuttle dated 12-1-98, a copy of which is attached to this Fifth Certificate of Amendment as "Exhibit A".

6. This is to certify that the partners have made the changes to the definitions set forth herein to clarify certain ambiguities with respect to the definition of the real property parcels that corresponded to the respective classes of limited partnership interests that were caused by the lack of assistance by a surveyor at the time the original Certificate and Agreement of Limited Partnership of Strong Associates I, Limited Partnership was executed. The parties to this agreement acknowledge that the plat

attached hereto as "Exhibit A" is not a full and complete survey, and does not show exact courses and distances, but was prepared by the surveyor from a U.S.D.A. aerial photo rather than from a full survey of the property. In the event of the liquidation of the partnership, the partners shall obtain a full and complete survey of each parcel defined herein as CLASS A REAL PROPERTY, CLASS B REAL PROPERTY, and CLASS C REAL PROPERTY, respectively, the exact boundaries of which shall be as close as practicable to those described herein.

7. The portion of the first sentence of Section 9.4 of the original Certificate and Agreement of Limited Partnership of Strong Associates I, Limited Partnership which ends with the colon is hereby amended and restated as follows: "Upon any distribution in kind of any of the real property described in Schedule A, including all or any portion of the CLASS A REAL PROPERTY, CLASS B REAL PROPERTY, or CLASS C REAL PROPERTY, the following language imposing restrictions on future transfers shall be placed in the deed of distribution:".

8. Section 7.2 of the original Certificate and Agreement of Limited Partnership of Strong Associates I, Limited Partnership is hereby amended and restated as follows:

7.1 Tax Returns and Tax Matters Partner. The General Partners shall prepare, or cause to be prepared, a federal income tax returns for the Partnership.

9. In all other respects, the original Certificate and Agreement of Limited Partnership of Strong Associates I, Limited Partnership, as previously amended and as amended by this Fifth Certificate of Amendment, is hereby ratified and confirmed. As indicated by the signatures of all of the partners below, this amendment was approved by 100% unanimous vote of the partners.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

WITNESS

GENERAL PARTNERS

\_\_\_\_\_  
William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 5  
dated December 1, 1986

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William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 6  
dated December 1, 1986

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William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 7  
dated December 1, 1986

CLASS A LIMITED PARTNER

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William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 5  
dated December 1, 1986  
Class B Limited Partner

CLASS B LIMITED PARTNER

---

William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 7  
dated December 1, 1986

CLASS C LIMITED PARTNER

---

William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 6  
dated December 1, 1986



ADDITIONAL CLASS A  
LIMITED PARTNER

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William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 5A  
dated December 1, 1986  
Class B Limited Partner

ADDITIONAL CLASS B  
LIMITED PARTNER

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William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 7A  
dated December 1, 1986

ADDITIONAL CLASS C  
LIMITED PARTNER

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William J. DiMondi, Trustee of the  
Robert H. Strong, Sr. and Mildred  
W. Strong Child's Trust No. 6A  
dated December 1, 1986

::ODMA\PCDOCS\SL01\4081694\1

RRA2/210 (cont.)

S 17°00'E - 212.8 ✓

S 50°E - 264.0 ✓

S 16°15'W - 330.0 ✓

S 25°15'E - 377.8 ✓

N 46°00'W - 346.5 ✓

S 88°00'W - 255.7 ✓

N 17°00'E - 184.8 ✓

S 86°30'W - 85.8 ✓

N 05°00'E - 442.2 ✓

S 59°30'W - 178.2 ✓

N 43°00'W - 310.2 ✓

N 50°00'E - 92.4 ✓

N 52°45'W - 122.1 ✓

N 06°15'W - 264.0 ✓

N 20°15'W - 485.1 ✓

N 38°00'W - 376.2 ✓

N 07°15'E - 635.2 ✓

N 63°30'W - 212.8 ✓

N 53°00'W - 214.5 ✓

N 20°45'E - 386.1 ✓

N 38°15'W - 199.6 ✓

N 10°00'E - 508.2 ✓

N 04°15'W - 356.4 ✓

N 0°30'W - 577.5 ✓

N 54°30'W - 290.4 ✓

N 07°30'E - 1831.5 ✓

N 05°30'E - 1980.0 ✓ to Aiello

w/s N 85°45'E - 1875.0 to begin

351.025 A.

PPA 2/210 - Mary R. C. Willison to J. Ernest Willison July 17, 1923

Begin E rd. at east end dw. line with Aiello

w/rd. S02°30'W - 3588.7 ✓

S36°30'E - 564.3 ✓

S02°30'E - 440.5 ✓

leaving rd. N88°00'W - 405.9 to Stone

S02°00'W - 2046.0

S69°00'E - 627.0 to E rd.

w/rd. S06°00'E - 153.4 ✓

S03°30'W - 453.7 ✓

S01°30'E - 414.1 ✓

S05°30'E - 239.2 ✓

S39°45'E - 173.2 to bay

w/s N02°30'W - 270.6

N44°45'W - 111.4 ✓

N79°15'W - 231.0 ✓

S38°30'W - 198.0 ✓

S07°00'E - 308.5 ✓

S54°15'W - 115.5 ✓

N07°00'W - 297.0 ✓

N23°30'W - 429.0 ✓

N26°00'W - 222.7 ✓

N34°45'W - 990.6 ✓

S05°15'W - 481.8 ✓

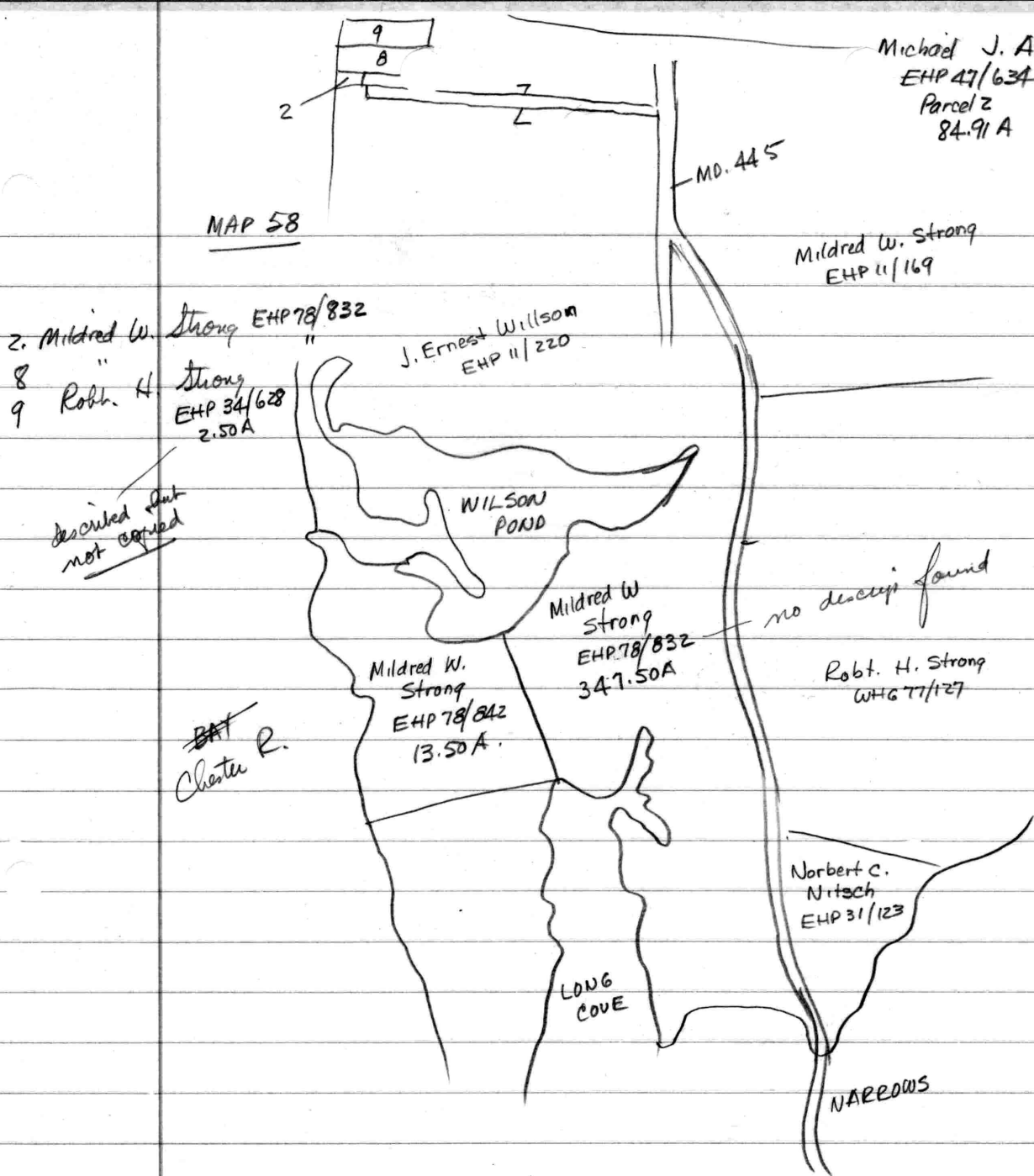
N79°00'E - 237.6 ✓

S08°30'W - 297.0 ✓

S31°30'E - 310.2 ✓

S26°00'W - 582.4 ✓

(cont.)



EHP 78/842 - Strong

Begin pt on S side "Holley's Cove"

w/cove  $S 42^{\circ} E - 22$  363

$N 82^{\circ} E - 18$  297

$S 45^{\circ} E - 21$  346.5

$S 09^{\circ} 1/2^{\circ} E - 49$  to Long Cove

$S 82^{\circ} 1/2^{\circ} W - 49.3$  to Chester River

w/s  $N 42^{\circ} 1/2^{\circ} W - 2$  33

$N 23^{\circ} 1/4^{\circ} E - 32$  528

$N 23^{\circ} 1/2^{\circ} W - 12.25$  202.13

$N 55^{\circ} W - 21.1$  348.15

$N 24^{\circ} E - 28$  to begin  
13 A 2R 19 P

Together with R/W around  
Chester R shore to old rd.

Probably surveyed 1925  
when cut out in 1935

22A4/592

22A13  
517

S&E from RPA 2/210

Begin stone N80°30'W - 1326 from stone E rd which is  
S 3167 from stone between Ellendale  
and Pumpington

N80°30'W - 484 to stone in bay  
of bay N09°30'E - 225 to stone near woods  
S80°30'E - 484 to stone

S09°30'W - 225 to begin  
2 1/2 A

Together with 26' R/W to rd., subject to 15' R/W along east side

Also S&E - Begin at begin of 1st S&E

S09°30'W - 225 to stone

N80°30'W - 484 " " in bay

of S N09°30'E - 225 " "

S80°30'E - 484 to begin

2 1/2 A

Nitsch - EHP 31/123 - track on E side of road -

Being APR 7/277

Begin E rd.

$567^{\circ}\text{E} - 86.7$

$S 42\frac{1}{2}^{\circ}\text{W} - 12$

-----  
 $N 85^{\circ}\text{W} - 13.1$  to bridge

$N 14\frac{1}{2}^{\circ}\text{E} - 5$

$N 12^{\circ}\text{W} - 3.7$

$N 32\frac{1}{2}^{\circ}\text{W} - 9.7$

$N 01\frac{1}{2}^{\circ}\text{W} - 30.2$

$N 03^{\circ}\text{E} - 28.6$  to begin

Muedred Strong - EHP 11/169

No description - bounded on W by pub. rd.

Aiello - EHP 47/634

Parcel 2

Begin @ pub rd.

w/ Ellendale N81°W - 1591 to bay

w/s 503°45'W - 800

506°W - 900

506°30'W - 513 to Trumpington

w/s N88°30'E - 892

N86°40'E - 652

N65°45'E - 125

389°15'E - 199 to E rd.

w/s N09°E - 187

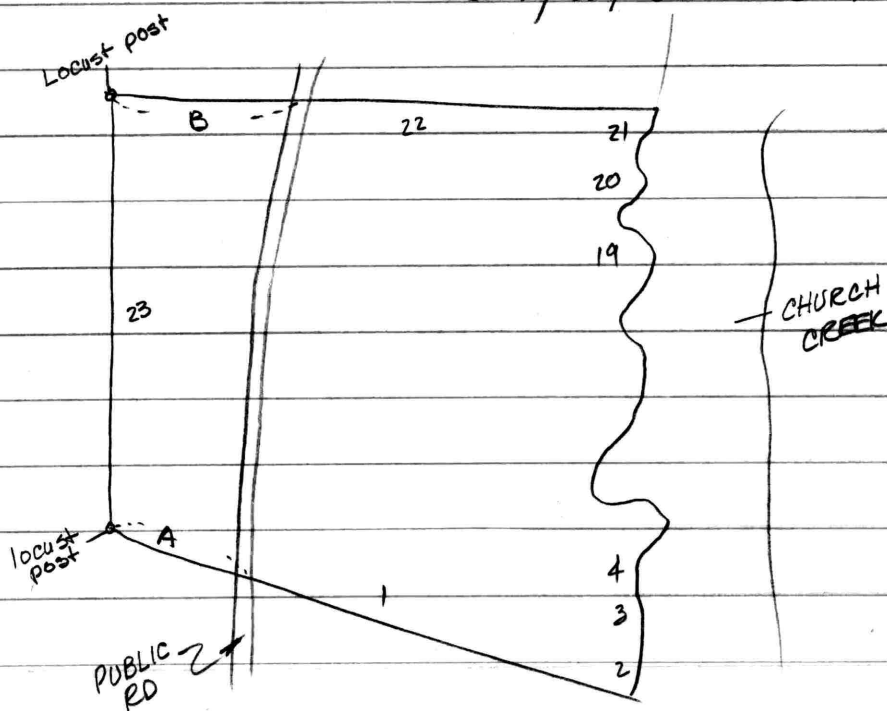
N0°45'W - 571

N03°30'W - 132

N04°55'W - 600

N02°20'W - 515 to begin

Robert Strong WH677/127 - see plat in Chancery JKH3/448  
 Survey by C.H. Baker 1864



1-  $S 69^{\circ} E - 125$

2-  $N 02^{\frac{3}{4}} W - 184$  8.4.7

3-  $N 24^{\frac{1}{2}} W - 12.3$

4-  $N 11^{\circ} E - 14.5$

---

19  $N 34^{\frac{1}{4}} E - 16.1$

20  $N 39^{\circ} E - 11$

21  $N 19^{\frac{1}{2}} E - 10$

22  $N 88^{\frac{1}{2}} W - 133$

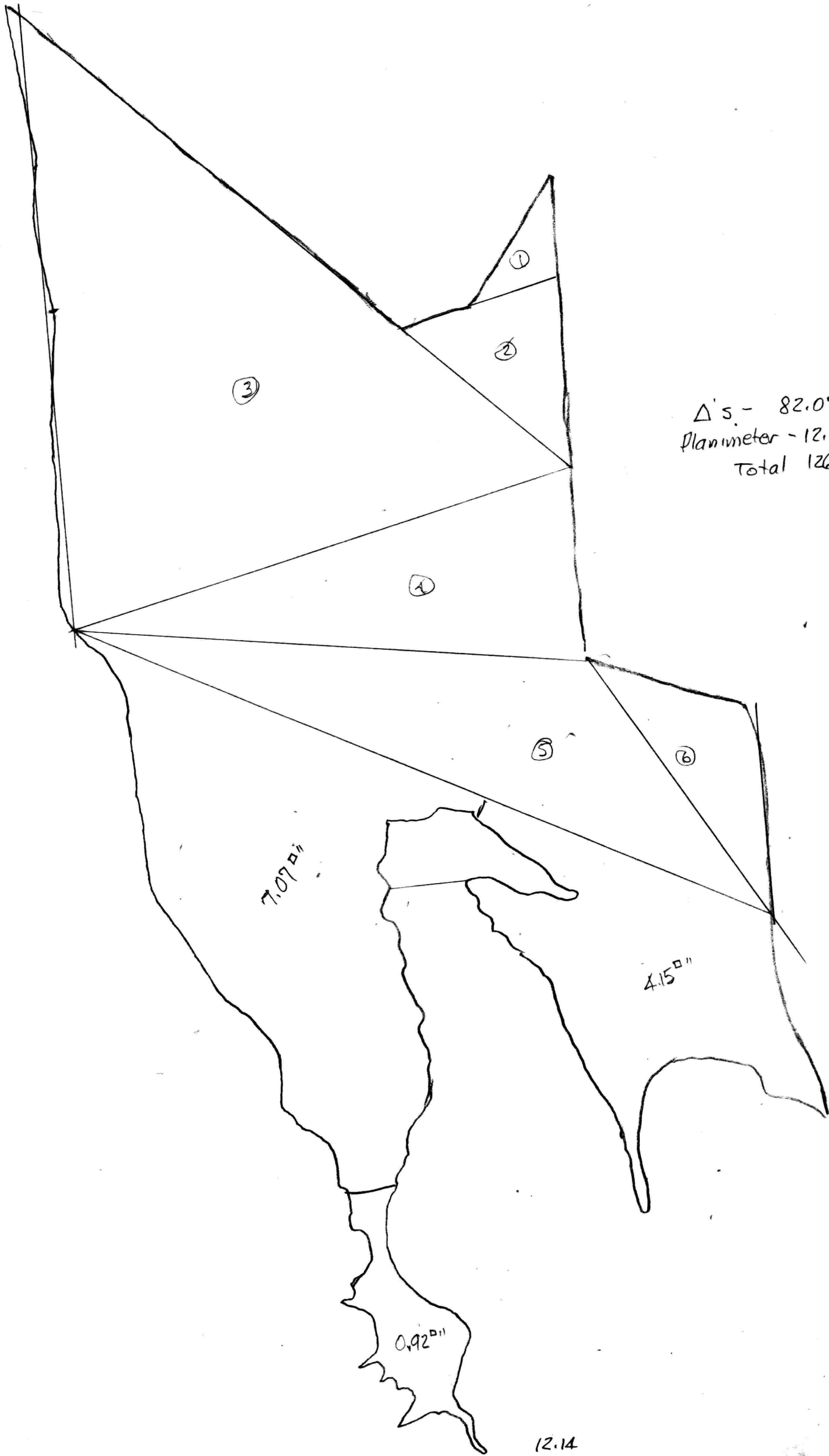
23  $S 02^{\circ} E - 124$

1" = 20 p

A

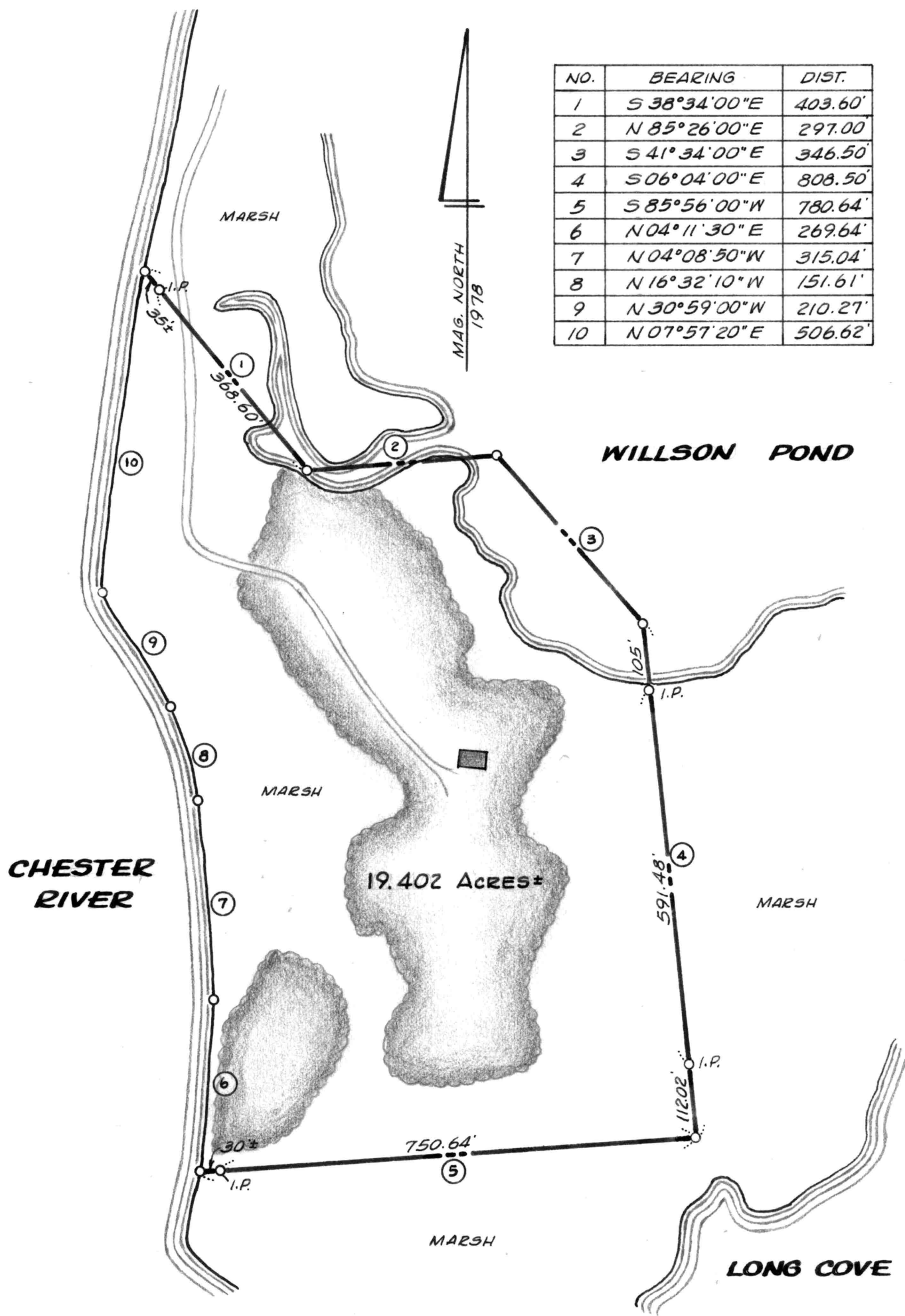
B





$\Delta$ 's - 82.07 Ac.  
Planimeter - 12.14 sq'' = 44.59 x  
Total 126.66 Ac.

NO.	BEARING	DIST.
1	S 38°34'00"E	403.60'
2	N 85°26'00"E	297.00'
3	S 41°34'00"E	346.50'
4	S 06°04'00"E	808.50'
5	S 85°56'00"W	780.64'
6	N 04°11'30"E	269.64'
7	N 04°08'50"W	315.04'
8	N 16°32'10"W	151.61'
9	N 30°59'00"W	210.27'
10	N 07°57'20"E	506.62'



Note: Woods lines, Willson Pond, & Long Cove drawn from an aerial photo.

# PLAT OF A SURVEY OF THE MILDRED W. STRONG LANDS

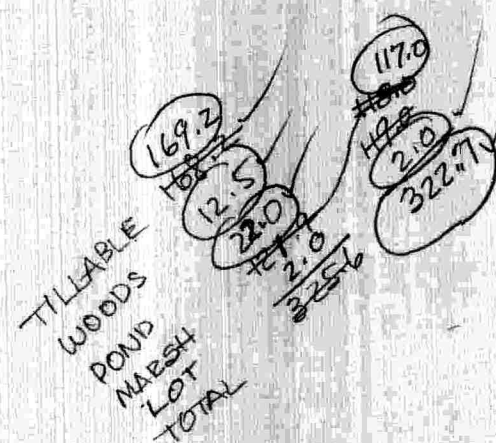
5<sup>TH</sup> DISTRICT, KENT COUNTY, MD.

Scale 1"=200' Sept. 1978.

William R. Nuttle, Reg. Surveyor  
Chestertown, Md.

I.P. = iron pipe





$3630 \times 1620$   
 $" \times 1870$   
 $1800 \times 270$   
 $1740 \times 300$

$$\begin{array}{r} 3.75 \\ 2.40 \\ \hline 1.35 \end{array}$$
$$\begin{array}{r} 17.7 \\ 9.5 \\ \hline 8.2 \end{array} \quad \begin{array}{r} 26.5 \\ 1.77 \\ \hline 1.88 \end{array} \quad 7.87$$
$$\begin{array}{r} 3.55 \\ 2.65 \\ \hline 0.90 \end{array} \qquad \begin{array}{r} 15.32 \\ 7.66 \\ \hline 7.66 \\ 6.65 \\ \hline 14.31 \end{array}$$
$$\begin{array}{r} 143.1 \\ 4.4 \\ \hline 138.7 \end{array}$$
$$\begin{array}{r} 333 \\ 164 \\ \hline 169 \end{array}$$
$$\begin{array}{r} 5.90 \\ 2.97 \\ \hline 2.93 \end{array}$$
$$\begin{array}{r} 150.2 \\ 159.05 \\ \hline 142.15 \end{array} \qquad \begin{array}{r} 10.00 \\ 7.90 \\ \hline 2.10 \end{array}$$

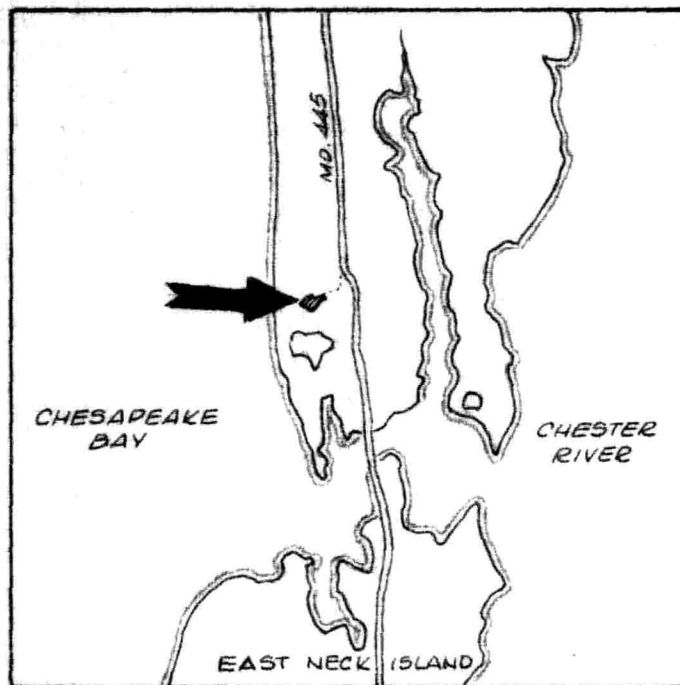
$$\begin{array}{r} 63.5 \\ 42.5 \\ \hline 21.0 \end{array}$$

$$\begin{array}{r} 4.90 \\ 2.23 \\ \hline 7.67 \end{array}$$

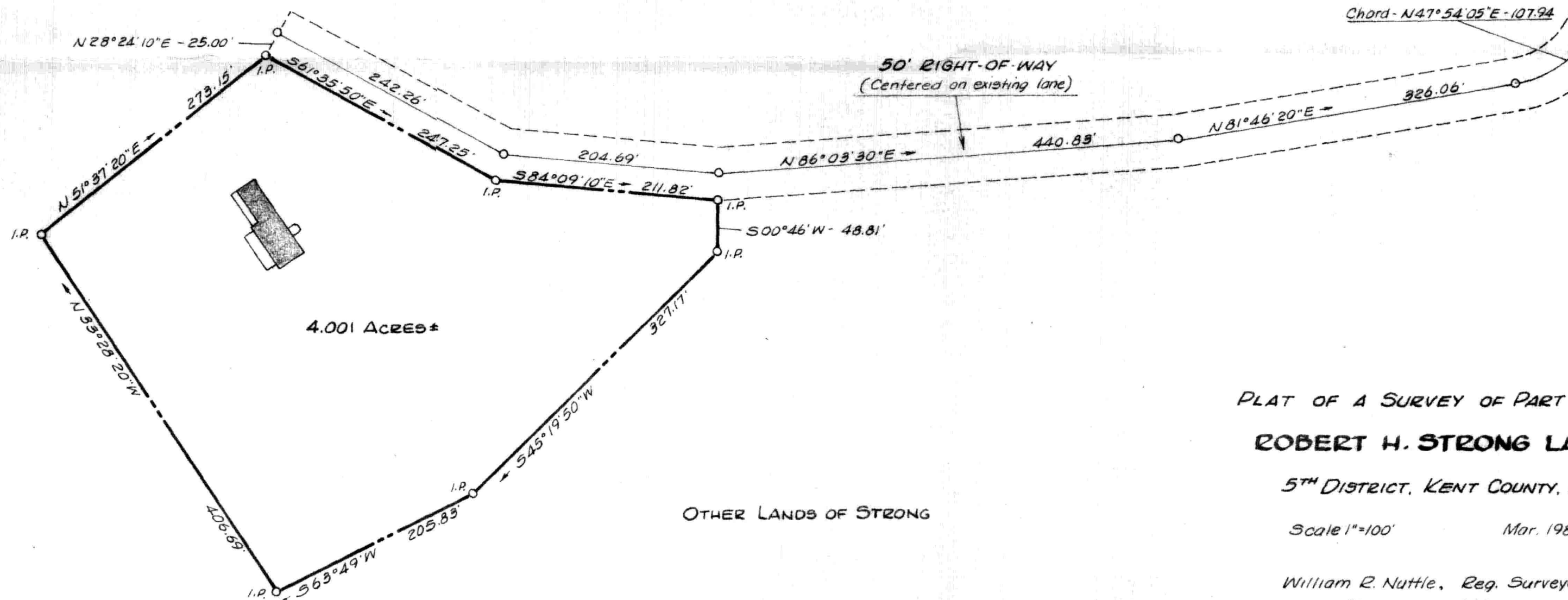
$$\begin{array}{r} 5.80 \\ 2.87 \\ \hline 2.93 \end{array}$$

150.2      159.05  
142.15





OTHER LANDS OF STRONG



PLAT OF A SURVEY OF PART OF THE  
**ROBERT H. STRONG LANDS**

5<sup>TH</sup> DISTRICT, KENT COUNTY, MD.

Scale 1"=100'

Mar. 1984.

William R. Nuttle, Reg. Surveyor  
 Chestertown, Md.

I.P. = iron pipe



CHESAPEAKE BAY

EASTERN NECK ROAD

CHURCH CREEK

EASTERN NECK ISLAND

PARCEL 1  
96.3 Ac.±

PARCEL 2  
96.3 Ac.±

HOUSE LOT  
4.0 Ac.±

PARCEL 3  
132.2 Ac.±

PARCEL 4  
55.7 Ac.±

PARCEL 5  
55.7 Ac.±

PARCEL 6  
1.0 Ac.±

PARCEL 7  
1.0 Ac.±

duck blind

Note: This plat was drawn from  
a U.S.D.A. aerial photo. All distances  
and acreages were scaled.



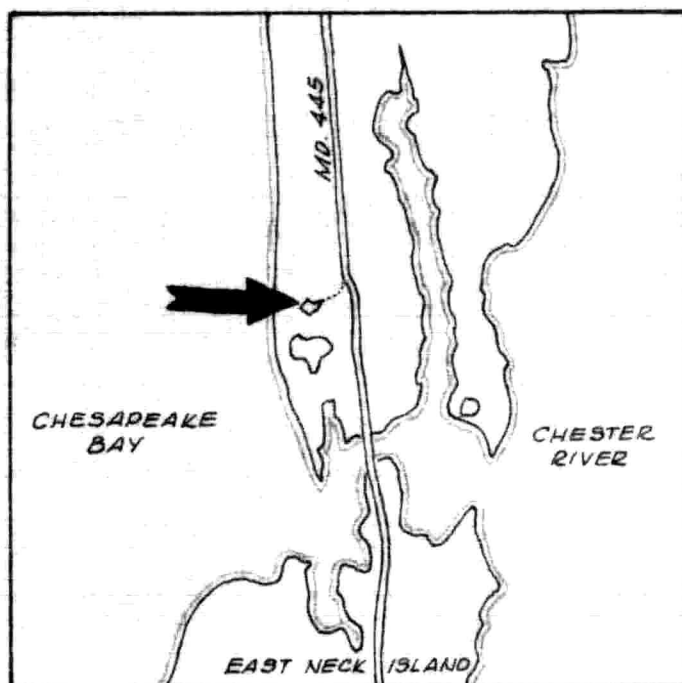
**STRONG ASSOCIATES LANDS**

5<sup>TH</sup> DISTRICT, KENT COUNTY, MD.

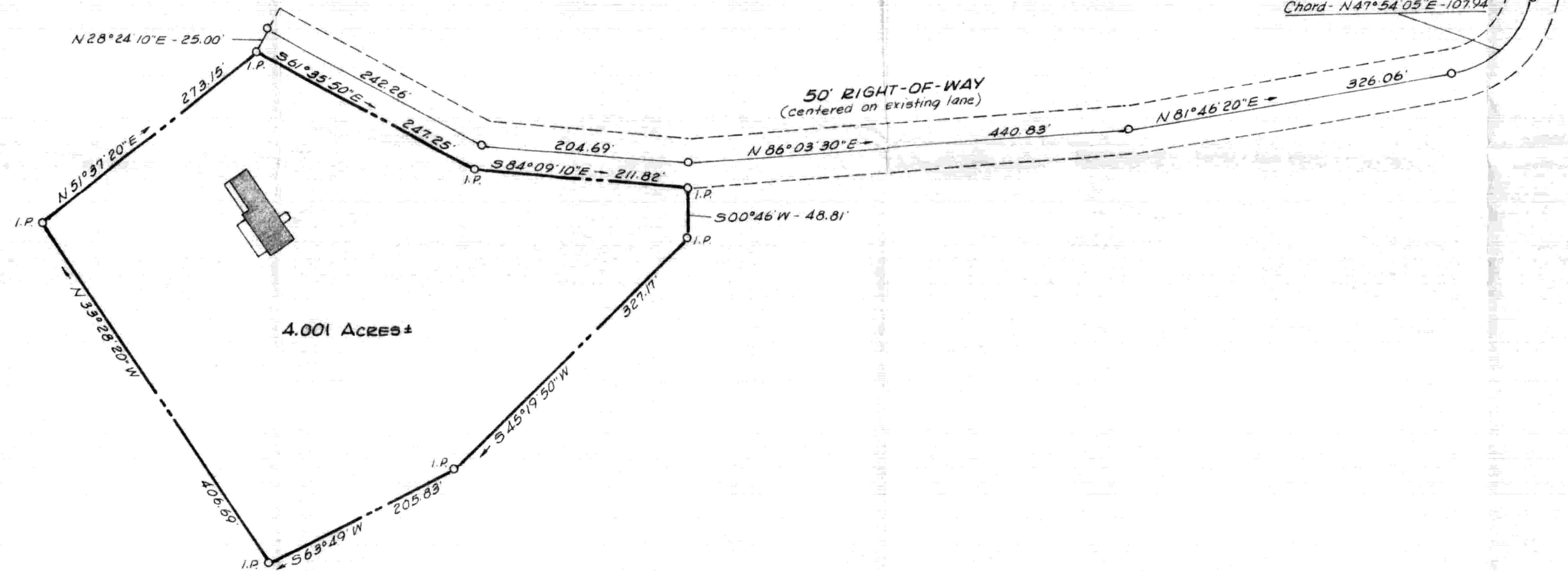
Scale 1"=400'

Oct. 1998





OTHER LANDS OF STRONG



OTHER LANDS OF STRONG

MINOR SUBDIVISION PLAT  
**ROBERT H. STRONG LANDS**

5<sup>TH</sup> DISTRICT, KENT COUNTY, MD.

Scale 1"=100' Nov. 1986.

William R. Nuttle, Reg. Surveyor  
Chestertown, Md.



APPROVED BY:

Kent County Director of Planning

Kent County Health Officer

I.P. = iron pipe



OTHER LANDS OF STRONG  
345 Acres±

2.239 Acres±

MD. RTE. 445

EASTERN NECK NARROWS

WATER COURSES		
NO	BEARING	DIST.
1	N 11° 07' 00" W	50.20'
2	N 49° 11' 30" W	76.42'
3	N 64° 12' 10" W	74.79'
4	N 67° 58' 40" W	55.10'
5	N 06° 24' 30" W	92.80'
6	N 56° 53' 20" W	101.36'
7	N 72° 56' 50" W	160.96'

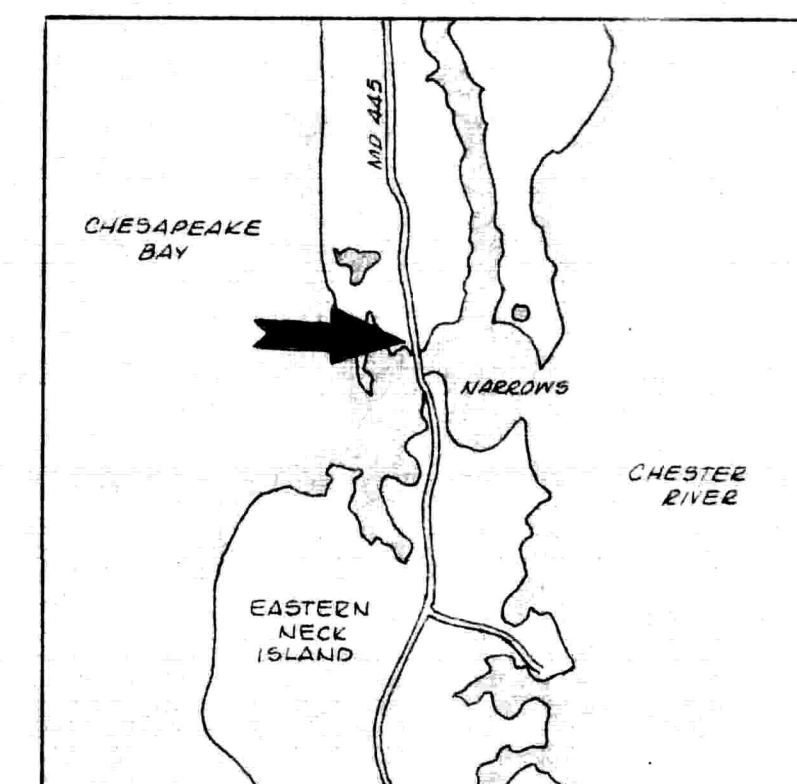
MINOR SUBDIVISION PLAT  
MILDRED W. STRONG LANDS  
5<sup>TH</sup> DISTRICT, KENT COUNTY, MD.

Scale 1"=50' Dec. 1987.

William R. Nuttle, Reg. Surveyor  
Chestertown, Md.



I.P. = iron pipe



This signature does not include approval  
under COMAR 10.17.02 or 10.17.03 for the  
disposal of sewage on this lot.

APPROVED BY:  
Kent County Director of Planning  
\_\_\_\_\_  
Kent County Health Officer  
\_\_\_\_\_





MICHAEL J. AIELLO

Note: This plat was drawn by superimposing various deed descriptions on a tracing of a U.S.D.A. aerial photo.

The following acreages were scaled:

Tillable land	169.2	(Outlined in orange)
Woods	12.5	( " " green)
Pond	22.0	( " " blue)
House site	2.0	
Marsh, roads, etc.	117.0	

Total 322.7 (Outlined in yellow)

MD. RTE. 445

MILDRED W. STRONG

CHESAPEAKE  
BAY

ROBERT H. STRONG

NORBERT NITSCH



"TRUMPINGTON"

5<sup>TH</sup> DISTRICT, KENT COUNTY, MD.

Scale 1"=660' Aug. 1980.

William R. Nuttle, Reg. Surveyor  
Chestertown, Md.